

REMARKS/ARGUMENTS

Reconsideration of this Application is requested.

Claims 9, 14, 15, and 19 have been rejected by the Examiner under 35 USC §112 as being indefinite for failing to particularly point out and distinctly claim the subject matter which Applicant regards as the invention. The dependence of claims 9, 14, 15, and 19 has been changed to overcome this rejection.

Claims 1, 3-7, 9-17, and 19-24 have been rejected by the Examiner under 35 USC §103(a) as being unpatentable over Ginter, et al. (U.S. Patent No. 5,892,900).

Ginter discloses the following in line 66 of column 270 to line 36 of column 271.

“A more complex form of negotiation is analogous to “haggling.” In this scenario, most of the terms and conditions are fixed, but one or more terms (e.g., price or payment terms) are not. For these terms, there are options, limits and elements that may be negotiated over. A VDE electronic negotiation between two parties may be used to resolve the desired, permitted, and optional terms. The result of the electronic negotiation may be a finalized set of rules and control information that specify a completed electronic contract. A simple example is the scenario for purchasing software described above adding the ability of the purchaser to select a method of payment (VIDA, MasterCard, or American Express). A more complex example is a scenario for purchasing information in which the price paid depends on the amount of information about the user that is returned along with a usage audit trail. In this second example, the right to use the content may be associated with two control sets. One control set may describe a fixed (“higher”) price for using the content. Another control set may describe a fixed (“lower”) price for using the content with additional control information and field specifications requiring collection and return the user’s personal information. In both of these cases, the optional and permitted fields and control sets in a PERC may describe the options that may be selected as part of the negotiation. To perform the negotiation, one party may propose a control set containing

specific fields, control information, and limits as specified by a PERC; the other party may pick and accept from the control sets proposed, reject them, or propose alternate control sets that might be used. The negotiation process may use the permitted, required, and optional designations in the PERC to determine an acceptable range of parameters for the final rule set. Once an agreement is reached, the negotiation process may create a new PERC and/or URT that describes the result of the negotiation. The resulting PERCs and/or URTs may be "signed" (e.g., using digital signatures) by all of the negotiation processes involved in the negotiation to prevent repudiation of the agreement at a later date."

Ginter does not disclose or anticipate paragraphs (vi), (vii), and (viii) of claim 1 as amended, and those claims dependent thereon, namely, to credit the monetary sum to the seller's account, wherein the fee for downloading the data item has a range specified by the Seller and defined by a maximum amount, and a minimum amount wherein the maximum amount is the fee posted by the Seller, and a minimum amount is what the Seller is willing to collect from the buyer for downloading the data item so that the buyer is allowed to download the data item if the buyer's proposed monetary sum for downloading the data item is greater or equal to the minimum amount specified by the seller and after the buyer's proposed monetary sum is deducted from the buyer's account and credited to the seller's account; to encrypt the data item prior to downloading the data item to the buyer to prevent an unauthorized person from obtaining the downloaded data item by interception; and to provide a digital signature to the buyer to allow the buyer to verify the authenticity of the downloaded data item through a certification authority.

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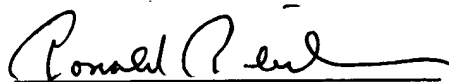
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Reply to Office Action dated September 9, 2003

Ginter also does not disclose or anticipate steps e), f), and g) of claim 17 as amended and those claims dependent thereon, namely, deducting a monetary sum from the fund and crediting the deducted sum to the seller, wherein the fee for downloading the data item in its entirety has a range specified by the Seller and defined by a maximum amount, and a minimum amount wherein the maximum amount is the fee posted by the Seller, and a minimum amount is what the Seller is willing to collect from the buyer for downloading the data item so that the buyer is allowed to download the data item if the buyer's proposed monetary sum for downloading the data item is greater or equal to the minimum amount specified by the seller; encrypting the data item prior to downloading the data item to the buyer to prevent an unauthorized person from obtaining the downloaded data item by interception; and providing a digital signature to the buyer to allow the buyer to verify the authenticity of the downloaded data item through a certification authority.

In view of the above, claims 1, 3-7, 9-17 and 19-24 as amended are patentable. If the Examiner has any questions, would he please call the undersigned at the telephone number noted below.

Respectfully submitted,



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